

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**RANDAL SCOT SITZMAN AND
ANNE B. SADOVSKY-STIZMAN,**
Plaintiffs,

v.

**EK REAL ESTATE SERVICES OF NY,
LLC, AN AFFILIATE OF EASYKNOCK,
INC., EASYKNOCK, INC., AND
LENDINGONE, LLC,**
Defendants.

§
§
§
§
§
§
§
§
§
§
§

CIVIL ACTION NO. 3:21-cv-02666-E

**AMENDED ORDER ON PLAINTIFFS' OBJECTIONS TO AND MOTION TO STRIKE
THE DECLARATION OF BARRY FEIERSTEIN**

Before the Court is *Plaintiffs' Objections to and Motion to Strike the Declaration of Barry Feuerstein*, seeking to strike the declaration attached to *Defendants' Memorandum in Support of Joint Motion to Compel Arbitration* [Dkt. 22-6]. The Court, having considered Plaintiff's motion and the response and reply, if any, sustains and overrules the objections to the Declaration and portions of *Defendants' Brief in Support of Joint Motion to Compel Arbitration* as follows:

- **Paragraph 12:** "The Sell & Stay program allows homeowners to sell their house to EasyKnock at market price, then lease the house back at a market rate as a tenant of EasyKnock."

_____ SUSTAINED _____ OVERRULED

- **Paragraph 17:** "[T]here is no loan agreement between a customer and EasyKnock because the transaction is not a loan. EasyKnock is not a lender and does not provide money or provide any financing to customers as part of its business operations."

_____ SUSTAINED _____ OVERRULED

- **Paragraph 20:** "Prior to closing, EasyKnock provided the Sitzmans several pieces of information, including marketing materials, access to EasyKnock's public website, and the Sale Disclosures. . . . In none of those documents does EasyKnock describe the Sell & Stay program as a loan—because the Sell & Stay program is not a loan."

_____ SUSTAINED _____ OVERRULED

- **Paragraph 21:** “EasyKnock has a publicly available website, which has been available to anyone on the internet and predates Plaintiffs’ relationship with EasyKnock, at <https://www.easyknock.com>. EasyKnock’s website describing its Sell & Stay program can be found at this URL: <https://www.easyknock.com/programs/sellstay>. The website discloses in numerous places that EasyKnock is not a lender and does not loan money. These disclosures have been consistent throughout EasyKnock’s history, including when the Sitzmans entered into the Sell & Stay transaction.”

_____ SUSTAINED _____ OVERRULED

- References and quotes from EasyKnock’s website in *Defendant’s Memorandum in Support of Joint Motion to Compel Arbitration* [Dkt. 22 at 22 & n.30].

_____ SUSTAINED _____ OVERRULED

- **Paragraph 25:** “EasyKnock is the current owner of the Property. As the owner of the Property, it is EasyKnock’s opinion that the Property is currently worth at least \$747,000 and as much as 903,000.”

_____ SUSTAINED _____ OVERRULED

- **Paragraph 26:** “In determining the Sitzman’s monthly rent in the Lease, EasyKnock reviewed data from Zillow to help determine the appropriate market rent. EasyKnock examined the market rent for comparable properties (based on area, size of the home, number of bedrooms and bathrooms, and other factors that Zillow accounts for) to ensure the rent price was within the market range.”

_____ SUSTAINED _____ OVERRULED

- References to Zillow.com’s website in *Defendant’s Memorandum in Support of Joint Motion to Compel Arbitration* [Dkt. 14 at 21 n.25].

_____ SUSTAINED _____ OVERRULED

- **Paragraph 27:** “EasyKnock did not calculate the Sitzman’s monthly rent by adding a profit margin or fixed cost to the payments it made to LendingOne for providing financing to purchase the home from the Sitzmans.”

_____ SUSTAINED _____ OVERRULED

- **Paragraph 29:** “EasyKnock has since agreed that it will conduct the arbitration in the Dallas-Fort Worth area (at a location agreeable to the Sitzmans) pursuant to the AAA Consumer Rules.”

_____ SUSTAINED _____ OVERRULED

IT IS SO ORDERED.

SIGNED on _____

ADA BROWN
UNITED STATES DISTRICT JUDGE